GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP

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1	Daniel M. Hansen, Esq. (NSB #13886)
2	dhansen@gibbsgiden.com Madison G. Wedderspoon, Esq. (NSB #16648
3	mwedderspoon@gibbsgiden.com GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP
4	7251 W. Lake Mead Blvd., Ste. 450
5	Las Vegas, Nevada 89128 (702) 836-9800
6	
7	Attorneys for Defendant STUART C. IRBY COMPANY, LLC.
8	
9	UNITED STATE
0.00	DISTRIC
10	

UNITED STATES DISTRICT COURT DISTRICT OF NEVADA

STUART C. IRBY COMPANY, LLC,

Case No.

Plaintiff,

V.

COMPLAINT

COMMNV, LLC; ARIC HORNING; UPRISE FIBER, LLC; UPRISE, LLC; and GREAT MIDWEST INSURANCE COMPANY,

Defendants.

Stuart C. Irby Company, LLC ("Irby") files this complaint against CommNV, LLC ("CommNV"); Aric Horning ("Horning"); Uprise Fiber, LLC; Uprise, LLC (the two Uprise entities are sometimes referred to collectively as "Uprise"); and Great Midwest Insurance Company ("GMIC").

PARTIES

- 1. Plaintiff Irby is a Mississippi limited liability company. Irby's sole member, Sonepar USA Holdings, Inc., is a Delaware corporation with a principal place of business in Delaware.
- 2. Defendant CommNV is a Nevada limited liability company. Upon information and belief, CommNV's sole member is Aric Horning. Mr. Horning is a Nevada citizen. Thus, CommNV is a Nevada citizen for diversity of jurisdiction purposes.

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- 3. Defendant Aric Horning is a citizen of the State of Nevada.
- 4. Defendant Uprise Fiber, LLC is a Nevada limited liability company. Upon information and belief, Uprise Fiber, LLC's sole member is Stephen A. Kromer. Mr. Kromer is a Nevada citizen. Thus, Uprise Fiber, LLC is a Nevada citizen for diversity of jurisdiction purposes.
- 5. Defendant Uprise, LLC is a Nevada limited liability company. Upon information and belief, Uprise, LLC's sole member is Stephen A. Kromer. Mr. Kromer is a Nevada citizen. Thus, Uprise, LLC is a Nevada citizen for diversity of jurisdiction purposes.
- 6. Defendant GMIC is a Texas insurance company, organized and existing under the laws of the State of Texas, with a principal place of business in Texas.

JURISDICTION

- 7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 and 1352.
- 8. The Court also has subject matter jurisdiction over certain claims asserted in this action under 28 U.S.C. § 1367.

VENUE

- 9. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Irby's claims occurred in this judicial district.
- 10. Venue also is proper in this Court pursuant to Nev. Rev. Stat. Ann. § 339.055 because this Court embraces the location where the contract for which the bond was given was to be performed.

FACTUAL BACKGROUND

- 11. Irby sells electrical materials for use in construction projects.
- 12. CommNV is an electrical contractor.
- 13. Aric Horning is a member of CommNV.
- 14. On May 22, 2023, Horning signed on CommNV's behalf an Irby Application for Credit and Billing Information (the "Application").
- 15. Once approved, the Application established for CommNV an open account with Irby through which CommNV could purchase materials from Irby on credit.

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16.	A copy	of the	Application	is attached	as Exhibit 1

- 17. The Application also contains a section titled "Personal Guaranty" (the "Guaranty").
- 18. The Guaranty makes the guarantor who executes it personally liable to Irby for amounts CommNV owed to Irby at the time the guarantor executed the Guaranty as well as any amounts CommNV might owe Irby in the future.
 - 19. Horning executed the Guaranty on May 22, 2023. See Exhibit 1.
- 20. The Application's Terms and Conditions of Sale (the "Sales Terms") provide that service charges will accrue on delinquent balances that CommNV owes Irby at a rate of 1.5% per month.
- 21. The Sales Terms also provide that Irby can recover attorneys' fees and other costs of collecting any amounts that CommNV owes Irby.
- 22. Uprise entered into a contract (the "Contract") with the Nevada Department of Transportation ("NDOT") for the construction of a public work (the "Project") at NDOT I-80 Corridor in Lovelock, Nevada.
 - 23. Uprise served as the general contractor on the Project.
- 24. In connection with the Project, Uprise furnished a payment bond (the "Bond") in compliance with Nev. Rev. Stat. Ann. § 339.025.
 - 25. A copy of the Bond is attached as Exhibit 2.
 - 26. Uprise is the principal on the Bond, and GMIC is the Surety.
- 27. Under the terms of the Bond, Uprise and GMIC became jointly and severally liable "to pay for labor, materials and equipment furnished for use in the performance of" the Contract.
- 28. Uprise entered into a contract with CommNV for CommNV to perform certain work as a subcontractor on the Project.
- 29. Irby furnished material (the "Material") to CommNV for carrying out work provided for in the Contract.
- 30. Irby sent written notice to Uprise informing Uprise that Irby was supplying Materials for the Project. (Exhibit 3).
 - 31. CommNV failed to fully pay Irby for the Material that Irby provided.

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32.	The	outstanding	principal	balance	CommNV	owes	Irby	for	the	Material	is
\$171,679,61	(the "F	Principal Bala	nce").								

- 33. Copies of the unpaid invoices (the "Invoices") that reflect the amounts that comprise the Principal Balance are attached as Exhibit 4.
- 34. The service charges CommNV owes Irby on the delinquent Principal Balance that have accrued through September 10, 2024 are \$25,235.44.
- 35. A schedule summarizing the Invoices and the accrued service charges is attached as Exhibit 5.
- 36. Irby last furnished Material, for which it was not paid, for carrying out the work provided for in the Contract on October 18, 2023.
- 37. Irby gave written notice (the "Notice") dated and mailed January 16, 2024, to Uprise, GMIC, and CommNV that it had not been fully paid for the Material.
- 38. A copy of the Notice Irby sent to Uprise, GMIC, and CommNV is attached as Exhibit 6.
- 39. In the Notice, Irby notified Uprise, GMIC, and CommNV of the principal amount of its claim and that Irby will bring suit to enforce its rights if Irby does not receive payment.
 - 40. Irby has not been paid the outstanding amounts owed to it for the Material it furnished.

FIRST CAUSE OF ACTION

(Breach of Contract)

- 41. Irby repeats and realleges the allegations contained in paragraphs 1 through 40 as though fully set forth herein.
- 42. A contract existed between Irby and CommNV in which Irby sold CommNV the Material on an open account.
 - 43. CommNV breached that contract by not fully paying for the Material.
 - 44. Irby performed all of its obligations under the contract.
- 45. Irby suffered damages as a result of that breach in an amount to be determined at trial, but no less than \$196,915.05, plus interest.

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SECOND CAUSE OF ACTION

(Claim for Payment under the Bond and

Under Nev. Rev. Stat. Ann. § 339.015 et seq.)

- 46. Irby repeats and realleges the allegations contained in paragraphs 1 through 45 as though fully set forth herein.
- 47. Irby furnished the Material for carrying out the work provided for in the Contract for which the Bond was furnished under Nev. Rev. Stat. Ann. § 339.015 *et seq*.
 - 48. Irby has not been fully paid for the Material.
- 49. Irby complied with Nev. Rev. Stat. Ann. § 339.015 *et seq*. by timely providing written notice to Uprise of CommNV's failure to fully pay Irby for the Material.
- 50. Irby is, therefore, entitled to bring this action on the Bond against Uprise and GMIC for recovery of the amounts due to Irby.
- 51. Irby is entitled to recover from GMIC and Uprise under the Bond for this Project in an amount to be determined at trial, but no less than \$196,915.05, plus interest.

THIRD CAUSE OF ACTION

(Enforcement of Rights under the Guaranty)

- 52. Irby repeats and realleges the allegations contained in paragraphs 1 through 51 as though fully set forth herein.
 - 53. The Guaranty is a valid guaranty by Horning of all amounts CommNV owes Irby.
- 54. Horning has not honored the Guaranty, and in that way has breached the contract and the Guaranty.
 - 55. Irby performed all of its obligations under the contract and the Guaranty.
- 56. Irby is entitled to recover from Horning all amounts CommNV owes Irby, in an amount to be determined at trial, but no less than \$196,915.05, plus interest.

FOURTH CAUSE OF ACTION

(Unjust Enrichment)

57. Irby repeats and realleges the allegations contained in paragraphs 1 through 56 as though fully set forth herein.

1		58.	CommNV purchased electrical materials from Irby.
2		59.	Defendants retained the benefit of those materials without fully compensating Irby
3	for the	m.	
4		60.	Therefore, it would be unjust for Defendants to maintain the benefit of the materials
5	provid	ed by I	rby without compensating Irby for those materials.
6		61.	Irby is entitled to recover from Defendants an amount to be determined at trial, but
7	no less	s than \$	196,915.05, plus interest.
8		ACCC	ORDINGLY, Irby respectfully requests that the Court enter a judgment in Irby's favor
9	and ag	ainst de	efendants CommNV, Horning, Uprise, and GMIC awarding Irby the following relief:
10		A. Ma	king CommNV, Uprise, and GMIC jointly and severally liable to Irby for:
11		(i	The unpaid Principal Balance of \$171,679.61,
12		(ii	The accrued 1.5% per month service charges calculated from the due date of the
13			outstanding principal amount of each of the Invoices through the date of payment,
14		(iii	Attorneys' fees and other costs Irby incurred to collect the amounts owed to Irby,
15			and
16	•	(iv	Pre and post judgment interest;
17		B. Ma	king Horning liable with the other defendants for the above-identified items in A(i),
18	(ii), an	d (iv), a	and for 20% of the total of those items as attorneys' fees and costs; and
19		C. Any	y other relief the Court deems appropriate.
20		Dated:	October 8, 2024.
21			Respectfully submitted,
22			GIBBS GIDEN LOCHER TURNER SENET
23			& WITTBRODT LLP
24			/s/ Daniel M. Hansen, Esq.
25			Daniel M. Hansen, Esq. Nevada Bar #13886
26			Madison G. Wedderspoon, Esq. Nevada State Bar #16648
27			Attorneys for Stuart C. Irby Company, LLC
28	A*1		LLC
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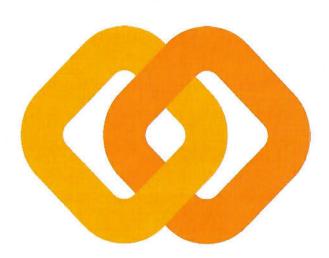
EXHIBIT TABLE

Exhibit	Description	Pages
1	Application for Credit and Billing Information	6
2	Payment Bond	10
3	Preliminary Notice	3
4	Invoices	5
5	Schedule of Invoices	1
6	Bond Claim	8

EXHIBIT "1"

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COMMERCIAL CREDIT APPLICATION



IRBY (ELECTRICAL DISTRIBUTOR

Please complete the following application in its entirety to ensure prompt processing of the account setup. You are welcome to email the final signed application to credit@irby.com and then please mail the original to the corporate address at:

Attn: Credit Department PO Box 1819 Jackson, MS 39215

	FOR IRBY USE ONLY		CREDIT DEPARTMENT USE ONLY
ACCOUNT NO			
CUSTOMER TYPE			
SALESMAN ID	PRICE CLASS	MANAGER INITIAL	
CUSTOMER VELOCITY	CUSTOMER SELECT CODE	DATE	



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APPLICATION FOR CREDIT AND BILLING INFORMATION

		DATE (05/22/2023
CUSTOMER ACCOUNT	T NAME COMMNV, LLC		
	x_aleisha@commnv.com		
BILLING ADDRESS:	DEPARTMENT, ETC. Accounts Payable		
	POST OFFICE ADDRESS 9732 Pyramid Hwy,	Box 904	
		STATE NV	7ID + 4 89441
		FAX NO	
	PHONE NO. 530.518.8885 A/P CONTACT PERSON Aleisha Long	E-MAIL ADDRESS aleis	ha@commnv.com
🗖 billtrust	SIGN ME UP TO SAVE TIME PROCESSING INVOICES FO		
	PLEASE ADVISE IF MORE THAN ONE ADDRESS — PLEASE A		
	DEPARTMENT, ETC. Yard		
	STREET ADDRESS_1150 Mately Lane		
	CITY_Reno	STATE NV	ZIP + 4 89502
HIGH CREDIT REQUES	TED \$ 20,000.00	EASE SUBMIT FINANCIAL STATE	EMENT FOR CREDIT OVER \$5,000.00
		TAX EXEMPT ONLY BY ATTACHING	G A VALID TAX EXEMPTION CERTIFICATE)
KIND OF BUSINESS:	RESIDENTIAL @ COMMERCIAL UTILITY D	DATE ESTABLISHED 07/07/202	21
BUSINESS TYPE:	☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATIO	LLC	
DUNS#	FEDERAL ID#		
F INDIVIDUAL:	SOCIAL SECURITY NUMBER	HOME PHONE	
	HOME ADDRESS		
	CITY	STATE	ZIP + 4
LIST ALL OWNERS, OF	FICERS, PARTNERS, OR OTHER RESPONSIBLE PERSONS:		
NAME: Aric Horning	j	President	
NAME:		TITLE	
NAME:		TITLE	
BANK REFERENCES	1) BANK NAME Heritage Bank of Nevada	775 PHONE	5.626.9050
	ADDRESS 330 Los Altos Pkwy		
	Sparks	STATE NV	ZIP + 4 89436
	ACCOUNT NUMBER	CONTACT PERSON	Cindy

IRBY ONLINE 24/7 – PLACE ORDERS AND MANAGE YOUR ACCOUNT VIA THE INTERNET SIGN UP FOR ACCESS TO IRBY ONLINE AT http://www.irby.com/forms/signup_form.asp

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TRADE REFERENCES:	1) COMPANY NAME_SIN	ver State Barricade		
	ADDRESS 1997 Glendale	Ave		
	CITY Sparks		STATE NV	7ID + 4 89431
	PHONE NO775.331.090 2) COMPANY NAME _Em	7	FAX NO.	20 7 4
	2) COMPANY NAME Em	pire Caterpillar		
	ADDRESS 600 Glendale A			
	CITY Sparks		STATE NV	ZIP + 4 89431
	PHONE NO. 775.385.511	1	FAX NO.	
	3) COMPANY NAME DO	WL		
	ADDRESS 5510 Longley Li	n		
	CITY Reno		STATE NV	ZIP + 4 89511
	PHONE NO775.851.478 4) COMPANY NAME_WE	8		
	4) COMPANY NAME WE	edco		
	ADDRESS 450 Toano			
	CITY Reno		STATE NV	ZIP + 4 89512
	PHONE NO775.329.113	1	STATE NV	
HAS YOUR COMPANY, (IF YES, YOU MUST AT)	OR ANY OF ITS OWNERS	OR PARTNERS EVER FILED A	VOLUNTARY PETITION OF BAN FORMATION NECESSARY FOR V	NKRUPTCY? □ YES ☑ NO
HAS A TAX LIEN BEEN I	FILED AGAINST YOUR CON 5, YOU MUST ATTACH A LE	MPANY, OR ANY OF ITS OW ETTER OF EXPLANATION, IN	NERS OR PARTNERS WITHIN TH CLUDING ALL INFORMATION N	IE PAST FIVE (5) YEARS IECESSARY FOR VERIFICATION.)
IN SORMITTING THIS AF	PLICATION, I ACKNOWLED	CESSED WITHOUT THE SIGN OGE THAT I HAVE READ, UN AND CAN BE FOUND AT W	IATURE OF APPLICANT'S AUTHO DERSTAND AND AGREE TO THE	ORIZED INDIVIDUAL. E TERMS AND CONDITIONS OF SALE AS
				EPORT FROM ANY CREDIT REPORTING
APPLICANT WAIVES ALI APPROPRIATE COURT L	L RIGHTS REGARDING VEN OCATIONS AS STATED IN T	UE AND AGREES THAT ANY ERMS AND CONDITIONS.	LEGAL ACTION REGARDING IT	S ACCOUNT MAY BE BROUGHT IN THE
BY SIGNING THIS APPLI	CATION I ACKNOWLEDGE	I HAVE RECEIVED THE PRIV	ACY POLICY.	
Aric Horning		Aric Ho	rning	05/22/23
NAME OF A	PPLICANT	Aric Ho	IATURE	DATE
signatures below, joint Applicant, together wi	if to the above-named Apply and severally, hereby up the any and all amounts the property of the property of t	plicant. Each of the individunce to the conditionally guarantee to the Applicant shall at a	btaining credit from Stuart C. I uals signing below in the spaces o Stuart C. Irby Co. the payme any future time owe to Stuar	Irby Co. as an inducement to Stuart C s designated for Guarantor(s), by their nt of all existing indebtedness of the t C. Irby Co. on account of materials, open account, promissory note, other
If the Applicant's accou the account balance as	nt is placed in the hands of attorney's fees and costs of	of an attorney for collection of collection.	, the undersigned Guarantor a	grees to pay twenty percent (20%) of
revocation shall not in revocation or as to any is the intent of the unc	gned, mailed by certified any manner affect the lia indebtedness incurred by	mail and received by Stuart ability of the undersigned Applicant prior to the recei primarily and not seconda	C. Irby Co. at its above-printed as to any indebtedness owed pt by Stuart C. Irby Co. of the	rce until expressly revoked by written address; provided, however, that such by the Applicant at the time of such above-mentioned revocation notice. It hereby assumed and guaranteed, and
undersigned Guarantor hereby expressly waived before demanding and hereby represent to Stu	and without affecting or d by each of the undersigned receiving payment from the lart C. Irby Co. that he is in	releasing the liability of the ed. It shall not be necessary the undersigned for any inc	ne undersigned. Notice of inde for Stuart C. Irby Co. to procure debtedness guaranteed hereby d affairs of the Applicant, and	dness changed, without notice to the ebtedness and default in payment are e any judgement against the Applicant . Each of the undersigned Guarantors each understands that in the absence
reports, as may be deen with the Federal Fair Cr any personal, family, or	ned advisable. The undersi redit Reporting Act as cont	gned individual(s) hereby k	nowingly consent to the use of	furnished and/or from credit bureau f such report in any manner consistent materials to be purchased are not for
DATE_05/22/23 GUARANTOR(S):				
Aric Horning		· ·	Asi	c Horning
PRINT	SC	CIAL SECURITY NUMBER	SIGNATUR	F
XXXXXXX			5,5,7,1011	

SOCIAL SECURITY NUMBER

SIGNATURE

PRINT

STUART C. IRBY CO. PRIVACY POLICY

The Privacy Policy below governs your Irby Credit Account and any information you provide.

- A. Overview
- **B.** Information We Collect
- C. Our Use and Disclosure of Information
- **D. Information Security**
- E. Updating Your Credit Account Information

A. Overview

In order to operate the Irby Credit Account service and to reduce the risk of fraud, Stuart C. Irby Co. ("Irby" or "we") must ask you to provide us information about yourself and your credit. This Privacy Policy describes the information we collect and how we use that information.

If you apply for a Credit Account with Irby, you authorize Irby to obtain personal credit information from personal references furnished and/or from credit bureau reports. You also authorize Irby and any credit reporting agency to exchange the information you provide in the application form. If you are approved for a Credit Account, your account will be governed by the Privacy Policy.

Irby will use your information in accordance with the terms of this Privacy Policy. As described in more detail in Part C below, there are limited circumstances in which some of your information will be shared with third parties, under strict restrictions, so it is important for you to review this Privacy Policy.

By accepting the Privacy Policy and signing the Credit Application, you expressly consent to our use and disclosure of your personal information in the manner described in this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the Credit Application. This Privacy Policy will take effect on March 1, 2005.

Please note that your personal information will be stored and processed on our computers in Mississippi. The laws on holding personal data in Mississippi may be less stringent than the laws of your state. If you object to your personal information being transferred or used as described in this Privacy Policy, please do not apply for the Credit Account.

Notification of Changes

This policy is posted on Irby's website at https://www.irby.com/r/en/policies-terms/privacy-policy. We may periodically revise this pol-icy as a consequence of changes to our Terms and Conditions of Sale or based on suggestions from our customers. By applying for a Credit Account with Irby, you acknowledge that you use Irby's website to access information about your Credit Account and you agree to receive this policy and later modified versions of this policy by accessing the policy on our website.

B. Information We Collect

Required Information

To open an Irby account, you must complete and sign the Credit Application. Information About You From Third Parties

In order to protect all our customers against potential fraud, we verify with third parties the information you provide. In the course of such verification, we receive personally identifiable information about you from such services. In particular, if you apply for a Credit Account with Irby, we will conduct a background check on you and/or your business by obtaining information about you and/or your business from a credit bureau or a business information service such as Dun & Bradstreet. If you incur a debt to Irby, we will generally conduct a credit check on you by obtaining additional information about you from a credit bureau, to the extent permitted by law. Irby, at its sole discretion, also reserves the right periodically to retrieve and review a business and/or consumer credit report for any account, and reserves the right to close an account based on information obtained during this credit review process.

Additional Verification

If we cannot verify the information that you provide, or if you request that Irby send invoices to an address other than your verified Credit Account billing address, we may ask you to send us additional information by fax (such as your driver's license, credit card statement, and/or a recent utility bill or other information linking you to the applicable address), or to answer additional questions to help verify your information.



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Customer Service Correspondence

If you send us correspondence, including e-mails and faxes, we may retain such information in the records of your account. We may also retain customer service correspondence and other correspondence from Irby to you. We retain these records in order to investigate potential fraud and violations of our Credit Application. We may, over time, delete these records if permitted by law.

C.•Our Use and Disclosure of Information

Internal Uses

We collect, store and process your personal information. We use the information we collect about you in order 1) to determine your eligibility for a Credit Account, 2) to provide customer service, and 3) to improve our products and services.

Disclosure to Third Parties

Irby will not share any of your personally identifiable information with third parties except in the limited circumstances described below, or with your express permission. These third parties are limited by law or by contract from using the information for secondary purposes beyond the purposes for which the information is shared.

- 1. We disclose information that we in good faith believe is appropriate to cooperate in investigations of fraud or other illegal activity, or to conduct investigations of violations of our Credit Application.
- 2. We disclose information in response to a subpoena, warrant, court order, levy, attachment, order of a court-appointed receiver or other comparable legal process, including subpoenas from private parties in a civil action.
- 3. We disclose information to your agent or legal representative (such as the holder of a power of attorney that you grant, or a guardian appointed for you).
- 4. As with any other business, it is possible that Irby in the future could merge with or be acquired by another company. If such an acquisition occurs, the successor company would have access to the information maintained by Irby, including customer account information, but would continue to be bound by this Privacy Policy unless and until it is amended as described in Section A above.
- 5. We may share your information with our parent, subsidiaries and joint ventures to help coordinate the services we provide to you.

Our Contacts with Irby Customers

We may communicate with customers via e-mail, phone or other methods to provide requested services, resolve customer complaints or investigate suspicious transactions. In connection with independent audits of our financial statements and operations, the auditors may seek to contact a sample of our customers to confirm that our records are accurate. However, these auditors cannot use personally identifiable information for any secondary purposes.

D. Information Security

We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information.

E. Updating Your Credit Account Information

If you apply for a Credit Account with Irby, you agree that you have a continuing obligation to update the information you provided in the Credit Application, if at any time the information has changed. If you close your Irby account, we will mark your account in our database as "Closed," but will keep your account information.

IRBY PO Box 1819 Jackson, MS 39215 601-969-1811



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Stuart C. Irby Company ("Irby") Terms and Conditions of Sale

To obtain the latest version of our Terms and Conditions, visit https://www.irby.com/r/en/policies-terms/terms-and-conditions. By checking the below box, you are confirming that you have read and recognize the most recent Terms and Conditions and that they supersede any other previous Terms and Conditions. The latest version of our Terms and Conditions will can be found on our website and are subject to change at anytime.

	Name:	Aric Horning	Aric Hornin	ig
	Company Name: Date:	CommNV,	LLC	0
		05/22/23		- 12

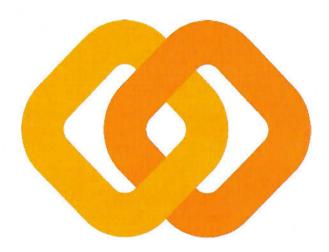




EXHIBIT "2"

Bond# GM229060

LA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

CommNV, LLC.

150 Monumental Circle

Sparks, NV. 89436

OWNER:

(Name, legal status and address)

Uprise Fiber, LLC.

1150 Matley Lane Reno, NV. 89503

CONSTRUCTION CONTRACT

Date: September 9, 2023

Amount: \$958,485.92

Description:

(Name and location)

SURETY:

(Name, legal status and principal place

of business)

Great Midwest Insurance Company 800 Gessner Road, Suite 600

Houston, Texas 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Installation of conduit and vaults on NDOT I-80 Corridor.

BOND

September 12, 2023

Date:

(Not earlier than Construction Contract Date)

Amount:

\$958,485.92

Modifications to this Bond: X None

☐ See Section 16

CommNV, LLC.

CONTRACTOR AS PRINCIPAL

SURETY

Great Midwest Insurance Company

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

Name and Title:

Signature:

Name and Title:

Todd A. Stein - (Attorney-In-Fact)

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone) AGENT or BROKER:

OWNER'S REPRESENTATIVE:

Brunswick Companies

5309 Transportation Blvd.

Cleveland, OH 44125

(Architect, Engineer or other party:)

330-864-8800

1

Init.

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ 16 Modifications to this bond are as follows:

CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature:	<u> </u>	Signature:	
Name and Title: Address		Name and Title: Address	
CAUTION: You should sign an or changes will not be obscured.	iginal AIA Contract Document	t, on which this text appears in	RED. An original assures that

AIA Document A312™ - 2010. The American Institute of Architects.

Init.

(Name, legal status and principal place

Great Midwest Insurance Company

800 Gessner Road, Suite 600

Houston, Texas 77024

Bond# GM229060

This document has important legal

consequences. Consultation with

an attorney is encouraged with respect to its completion or

Any singular reference to

Contractor, Surety, Owner or

AIA Document A312-2010

other party shall be considered plural where applicable.

combines two separate bonds, a Performance Bond and a

Performance and Payment Bond.

Payment Bond, into one form. This is not a single combined

modification.



SURETY:

of business)

Payment Bond

CONTRACTOR:

(Name, legal status and address)

CommNV, LLC. 150 Monumental Circle

Sparks, NV. 89436

(Name, legal status and address)

Uprise Fiber, LLC. 1150 Matley Lane Reno, NV. 89503

CONSTRUCTION CONTRACT Date: September 9, 2023

Amount: \$958,485.92

Description: (Name and location)

Installation of conduit and vaults on NDOT I-80 Corridor.

BOND Date:

September 12, 2023

(Not earlier than Construction Contract Date)

Amount: \$958,485.92

Modifications to this Bond: None

☐ See Section 18

CommNV, LLC.

CONTRACTOR AS PRINCIPAL

SURETY Company: Great Midwest Insurance Company

Company:

(Corporate Seal)

(Corporate Seal)

Signature

Name

Signature: Name

Todd A. Stein (Attorney-In-Fact)

and Title: and Title: (Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

Brunswick Companies 5309 Transporation Blvd.

Cleveland, OH 44125

330-864-8800

Init.

(Architect, Engineer or other party:)

AIA Document A312TM - 2010. The American Institute of Architects.

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- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor.
 - have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

Init.

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .B the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature: Name and Title:		Signature: Name and Title:	
Address CAUTION: You should sign an origina	I AIA Contract Document	Address L on which this text appears in 6	RED. An original assures that
changes will not be obscured.			

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Todd A. Stein, Mark Levinson, Jeff McQuate, Mary Brenner-Miller

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

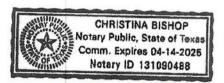


GREAT MIDWEST INSURANCE COMPANY

BY_ Hank W. Hank

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

CORPORATE SEAL

Signed and Sealed at Houston, TX this

Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Great Midwest Insurance Company Statutory Balance Sheet as of December 31, 2022 (in thousands)

Assets

Liabilities, Capital and Surplus

Cash & Invested Assets:		Liabilities:	
Cash and Short term Investments	\$ 88,538	Loss and Loss Expense Reserves	\$ 84,237
Bonds	196,165	Unearned Premium	40,813
Commons Stocks	21,270	Ceded Reinsurance Premium	2,621
Mortgage Loans	20,563	Other Liabilities	1,868
Other Invested Assets	16,350		27,970
Total Cash & Invested Assets	342,885	Total Liabilities	157,509
Other Assets:		Capital and Surplus:	
Premium Receivables	19,419	Common Stock	4,550
Reinsurance Recoverable	11,724	Gross Paid In & Contributed Capital	261,893
Tax Assets	7,240	Unassigned Funds (Surplus)	(7,132)
Other Assets	35,552	(-a.,p.a.)	(7,102)
Total Other Assets	73,935	Total Capital and Surplus	259,311
Total Assets	\$ 416,820	Total Liabilites, Capital & Surplus	\$ 416,820

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2022.

Signature Hale W. Harele

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this <u>2.5</u> day of April, 2023.

STATE OF TEXAS COUNTY OF HARRIS

On this 2.5 day of April 2023, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature

Signature of Notary Public

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

EXHIBIT "3"

Irby Corporation is on your job!

Project Address
Uprise - Lovelock FTTH
205 INDUSTRIAL WAY
Lovelock, Nevada 89419

State of Nevada, NRS 339.035

Irby Corporation is proud to be providing services on your job. We are using Levelset to set this job up for payment success. We would like to share with you the information we have about your project.

About our work

Fiber to the Home construction

Work Starts 9/29/2023

Work Finishes 9/29/2023

About Us

Irby Corporation 5225 W 2400 South England Ct West Valley City, Utah 84120

More details can be found at

levelset.com/talk

Reference WJ8KCR8MVCYF

There you will be able to:

- Send and receive messages about this document
- · Fix or provide additional details

Contact Info

Thomas Box Irby Corporation Director of Credit Phone: (801) 975-7300 Email: box@irby.com



We were hired by

Subcontractor COMMNV LLC 205 Industrial Pkwy LOVELOCK, Nevada 89419

Project Stakeholders

General Contractor
CommNV
9732 PYRAMID WAY #
904
SPARKS, Nevada
89431

Property Owner / Public Entity
City Of Lovelock
Po Box 238
Lovelock, Nevada
89419

Property Owner / Public Entity
Uprise Fiber LLC
1150 MATLEY LN
RENO, Nevada
89502

Surety/Bonding Co.
Brunswick Insurance
Company
5309 TRANSPORTATION
BLVD
CLEVELAND, Ohio
44125

Our Vendors

(If applicable)



Additional Info About the Job

Property Description

Property located at the municipal address of 205 INDUSTRIAL WAY, LOVELOCK, NV 89419. In the county of PERSHING. APN 007-241-43. Briefly described as AMEND PARCEL B MAP# 182469. Subdivision: AMEND PARCEL B MAP# 182469. Township/Range/Section 273134.

We are pleased to inform you that Irby Corporation has commenced to deliver materials, suppliers, and/or labor as above-described and otherwise, for the improvement of the real property at 205 INDUSTRIAL WAY Lovelock, Nevada 89419. The name of the party ordering or to whom the services, labor, materials, suppliers and/or provisions is furnished is COMMNV LLC.

If the public entity commissioning the work, general contractor, and/or surety are not identified in this notice, or if any are incorrectly identified, please accept this notice as a formal request to deliver the name and address of the unidentified or misidentified party(ies) to Irby Corporation, by visiting levelset.com/talk and entering WJ8KCR8MVCYF.

Further, please accept this as a formal request from the Notifying Party to provide it with a copy of the payment bond applicable to the herein identified project.

If the Notifying Party did not contract directly with the public entity directly, please provide the Notifying Party with the completion date of the above-referenced project or work of improvement within ten (10) days of the project's completion.

Please provide the copy of the payment bond and notification of completion date to the following address:

Irby Corporation 5225 W 2400 South England Ct West Valley City, Utah 84120

Thomas Box

Irby Corporation Signed by Thomas Box, Director of Credit Signed on October 06, 2023



EXHIBIT "4"



INVOICE

www.irby.com 815 Irby Drive • Jackson, MS 39215 STUART C IRBY BR 1093 SALT LAKE CTY 6312 WEST BEAGLEY ROAD WEST VALLEY CITY UT 84128 385-285-3199 Fax INVOICE DATE ORDER NUMBER
10/09/23 S013718852.002
PLEASE REMIT PAYMENT TO:

STUART C. IRBY CO. PO Box 843959 DALLAS TX 75284

TO VIEW OR PAY ONLINE GO TO: USE THIS ENROLLMENT TOKEN:

http://irby.billtrust.com

SHIP TO

COMMNV LLC
ACCOUNTS PAYABLE
9732 PYRAMID HWY BOX 904
SPARKS NV 89431-0000

DOB UPRISE - LOVELOCK FTTH
COMMNV LLC
205 INDUSTRIAL PKWY
LOVELOCK NV 89419-0000

CUSTOMER	NUMBER	CUSTOMER ORDER NUMBER	ORDERE	ED BY	JOB/RE	LEASE NUMBER	OUTSIDE SALESPERSO
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INSIDE SALES	SPERSON	SHIP VIA	TERM	MS	8	HIP DATE	ORDER DATE
Cenneth Sear	n Burgess	DIRECT	NET DUE	30 DAYS		10/09/23	09/27/23
LINE		DESCRIPTION	A CONTRACTOR OF THE PARTY OF TH	ORDER QTY	SHIP QTY	NET UNIT PRC	EXT AMOUNT
	RL 20001871 ' 05-170-148	HT PLUG SNUG SP125		100	100	4.720E	472
2 *DUF	RL 20005541	PINPOINT CONNECTOR ASE PRICE PER CASE		2	2	56.250E	11:
3 *DUF		S-50 PUTTY 1LB		1	1	56.250E	5
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			www.irby	.com			
		Easily view	v your invoices	, review ope	en orders,		
		detern	nine proof of de	livery signa	atures		
						Subt	otal 640
						S&H Char	
Involes !	adua bii 44	(00/02				Sales	
invoice is	s due by 11	108/23.				AMOUNT D	OUE 686

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT



ACCOUNTS PAYABLE

9732 PYRAMID HWY BOX 904

INVOICE

www.irby.com 815 Irby Drive • Jackson, MS 39215 STUART C IRBY BR 1093 SALT LAKE CTY 6312 WEST BEAGLEY ROAD WEST VALLEY CITY UT 84128 385-285-3199 Fax INVOICE DATE ORDER NUMBER
10/09/23 S013718852.004
PLEASE REMIT PAYMENT TO:

STUART C. IRBY CO. PO Box 843959 DALLAS TX 75284

TO VIEW OR PAY ONLINE GO TO: USE THIS ENROLLMENT TOKEN: http://irby.billtrust.com

SHIP TO

JOB UPRISE - LOVELOCK FTTH COMMNV LLC 205 INDUSTRIAL PKWY LOVELOCK NV 89419-0000

LOVELOCK NV 89419-0000 SPARKS NV 89431-0000 **CUSTOMER NUMBER CUSTOMER ORDER NUMBER** ORDERED BY JOB/RELEASE NUMBER OUTSIDE SALESPERSON 262407 NDOT-LOVELOCK Aric Damion M Hinckley INSIDE SALESPERSON **TERMS** SHIP VIA SHIP DATE ORDER DATE Kenneth Sean Burgess DIRECT **NET DUE 30 DAYS** 10/09/23 09/27/23 LINE DESCRIPTION ORDER QTY SHIP QTY **NET UNIT PRC EXT AMOUNT** *DURL 20001485 18MM AIRTIGHT END 400 400 2.800E 1120.00 CAP Register Today with your Irby Customer Number! www.irby.com Easily view your invoices, review open orders. determine proof of delivery signatures Subtotal 1120.00 **S&H Charges** 0.00

Invoice is due by 11/08/23.

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Sales Tax

AMOUNT DUE

79.52

1199.52



ACCOUNTS PAYABLE

9732 PYRAMID HWY BOX 904

www.irby.com 815 Irby Drive • Jackson, MS 39215 STUART C IRBY BR 1093 SALT LAKE CTY 6312 WEST BEAGLEY ROAD WEST VALLEY CITY UT 84128 385-285-3199 Fax INVOICE DATE ORDER NUMBER
10/10/23 S013718852.010

PLEASE REMIT PAYMENT TO:

STUART C. IRBY CO. PO Box 843959 DALLAS TX 75284

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INVOICE

SHIP TO

JOB UPRISE - LOVELOCK FTTH COMMNV LLC 205 INDUSTRIAL PKWY LOVELOCK NV 89419-0000

SPARKS NV 89431-0000 CUSTOMER NUMBER **CUSTOMER ORDER NUMBER** ORDERED BY JOB/RELEASE NUMBER OUTSIDE SALESPERSON 262407 NDOT-LOVELOCK Aric Damion M Hinckley INSIDE SALESPERSON SHIP VIA **TERMS** SHIP DATE ORDER DATE Kenneth Sean Burgess DIRECT **NET DUE 30 DAYS** 10/10/23 09/26/23 LINE DESCRIPTION ORDER QTY SHIP QTY **NET UNIT PRC EXT AMOUNT** OSPMIS ND6OFO 6 INCH X 1000 FOOT 12 25.180E 302.16 ORANGE FIBER OPTIC CABLE BELOW WARNING TAPE 4 MIL STANDARD NON DETECTABLE Register Today with your Irby Customer Number! www.irby.com Easily view your invoices, review open orders, determine proof of delivery signatures 302.16 Subtotal **S&H Charges** 166.5€ Sales Tax 21.45 Invoice is due by 11/09/23. AMOUNT DUE 490.17

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 INVOICE DATE
 ORDER NUMBER

 10/13/23
 \$013718852.012

PLEASE REMIT PAYMENT TO:

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SHIP TO

JOB UPRISE - LOVELOCK FTTH COMMNV LLC 205 INDUSTRIAL PKWY LOVELOCK NV 89419-0000

	NV 89431-0000		Mades		7 89419-0000		
CUSTOMER NUMBE		ORDERE		JOB/F	RELEASE NUMBER	OUTSIDE SALESPE	RSON
262407	NDOT-LOVELOCK	Ario				Damion M Hino	kley
INSIDE SALESPERS			TERMS		SHIP DATE	ORDER DATE	
Kenneth Sean Burg		NET DUE 3			10/13/23	09/27/23	
(STD. BUN 0.070-IN S DIMENSIC QTY 1 - #2 STEEL RE PRINT, 20 HDPE MU 3-WAY 1.2 BLACK, G MM RIBBE 2 *DURL 100 (STD. BUN 0.070-IN S DIMENSIC QTY 1 - #2 STEEL RE PRINT, 20 HDPE MU 3-WAY 1.2 BROWN, I	DESCRIPTION 13256 FUTUREPATH REGULAR IDLE) WITH BLUE HDPE -ple HEATH, 6-WAY X MULTIPLE, N MICRODUCTS, NO RIPCORDS, 0 COPPER WIRE, ADDD1791, EL 120 X 42 WIDE, STANDARD 00 FEET CONTAINS: 6-WAY LTIPLE SIZED MICRODUCTS: 5" SDR 11 RIBBED ID 18/14 REEN & RED AND 3-WAY 18/14 D ID BLUE, ORANGE & WHITE 13258 FUTUREPATH REGULAR IDLE) WITH GREEN HDPE - HEATH,6-WAY X MULTIPLE N MICRODUCTS, NO RIPCORDS, 0 COPPER WIRE, ADDD1789, EL 120 X 42 WIDE, STANDARD 00 FEET CONTAINS: 6-WAY LTIPLE SIZED MICRODUCTS: 5" SDR 11 RIBBED ID ILAC & PINK & 3-WAY 18/14 D ID GRAY, TERRACOTTA &		178000 178000	8000 8000	4.940E		9520.0 9520.0
					Sub	total 79	9040.0
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Invoice is due by 11/12/23.

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Page 1 of 1

5611.84

84651.84

Sales Tax

AMOUNT DUE

Case 2:24-cv-01889-RFB-BNW Document 7 Filed 01/02/25 Page 36 of 47 Case 2:24-cv-01889 Document 1 Filed 10/09/24 Page 35 of 46



COMMNV LLC

ACCOUNTS PAYABLE

SPARKS NV 89431-0000

9732 PYRAMID HWY BOX 904

www.irby.com 815 Irby Drive • Jackson, MS 39215 STUART C IRBY BR 1093 SALT LAKE CTY 6312 WEST BEAGLEY ROAD WEST VALLEY CITY UT 84128 385-285-3199 Fax INVOICE DATE ORDER NUMBER
10/18/23 S013718852.014

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SHIP TO

JOB UPRISE - LOVELOCK FTTH COMMNV LLC 205 INDUSTRIAL PKWY LOVELOCK NV 89419-0000

сиѕтомі	ER NUMBER	CUSTOMER ORDER NUMBER	ORDE	RED BY	JOB/F	RELEASE NUMBER	OUTSIDE S	ALESPERSON
26	2407	NDOT-LOVELOCK	Α	ric	Damion N		on M Hinckley	
INSIDE SA	LESPERSON	SHIP VIA	TERMS SHIP DATE		TERMS SHIP DATE ORDER D		R DATE	
enneth S	ean Burgess	DIRECT	NET DUE	30 DAYS		10/18/23	09/2	27/23
LINE		DESCRIPTION		ORDER QTY	SHIP QTY	NET UNIT PRC	EXT A	MOUNT
(S)	TD. BUNDLE; 070-IN SHEAT MENSION MI TY 1 - #20 CO FEEL REEL 12 RINT, 2000 FE DPE MULTIPL WAY 1.25" SE LACK, GREEN M RIBBED ID DURL 1001325 TD. BUNDLE; 070-IN SHEAT MENSION MI TY 1 - #20 CO FEEL REEL 12 RINT, 2000 FE DPE MULTIPL WAY 1.25" SE ROWN, LILAC	66 FUTUREPATH REGULAR 10 WITH BLUE HDPE -ple 17H, 6-WAY X MULTIPLE, 17CRODUCTS, NO RIPCORDS, 18PPER WIRE, ADDD1791, 180 X 42 WIDE, STANDARD 18ET CONTAINS: 6-WAY 18E SIZED MICRODUCTS: 19DR 11 RIBBED ID 18/14 10 & RED AND 3-WAY 18/14 11 BLUE, ORANGE & WHITE 18 FUTUREPATH REGULAR 10 WITH GREEN HDPE - 17H,6-WAY X MULTIPLE 17H,		170000	8000	4.940E		39520.0 39520.0
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Invoice is due by 11/17/23.

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5611.84

84651.84

Sales Tax

AMOUNT DUE

EXHIBIT "5"

Case 2:24-cv-01889-RFB-BNW Filed 01/02/25 Document 7 Page 38 of 47 Case 2:24-cv-01889 Document 1 Filed 10/09/24 Page 37_of 46

Exhibit A

STATEMENT



STUART C IRBY BR 1093 SALT LAKE CTY 6312 WEST BEAGLEY ROAD WEST VALLEY CITY UT 84128 385-285-3199

STATEMENT DATE CUSTOMER NUMBER 12/31/23 260318

PLEASE REMIT PAYMENT TO:

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COMMNV LLC ACCOUNTS PAYABLE 9732 PYRAMID HWY BOX 904 SPARKS NV 89431-0000

815 Irby Drive • Jackson, MS 39215

JOB UPRISE - LOVELOCK FTTH COMMNV LLC 205 INDUSTRIAL PKWY LOVELOCK NV 89419-0000

DATE	INVOICE#	PURCHASE ORDER NUM	INVOICE AMOUNT PAYMENTS/CREDITS	NET DUE DISC ALLOWED
09/29/23	S013718852.001	NDOT-LOVELOCK	1,730.47	1,730.47
10/09/23	S013718852.002	NDOT-LOVELOCK	686.24	686.24
10/09/23	S013718852.004	NDOT-LOVELOCK	1,199.52	1,199.52
10/10/23	S013718852.010	NDOT-LOVELOCK	490.17	490.17
10/13/23	S013718852.012	NDOT-LOVELOCK	84,651.84	84,651.84
10/18/23 11/06/23	S013718852.014 S013718852.016	NDOT-LOVELOCK NDOT-LOVELOCK	84,651.84	84,651.84
11/00/23	30137 10032.010	INDOT-LOVELOCK	-1,730.47	-1,730.47
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	-			
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		Register Today with your Ir	by Customer Number!	
		Register Today with your in	by Customer Number:	
		www.irbyutili	ities.com	- u ".
		Easily view your invoices,	review open orders,	
		determine proof of de	livery signatures	

PREVIOUS BAL	PAYMENTS	CREDITS PURCHASES		SERVICE CHGS
171,679.61	0.00	0.00	0.00	0.00
CURRENT	1-30 PAST DUE	31-60 PAST DUE	61-90 PAST DUE	OVER 90
0.00	(1,730.47)	171,679.61	1,730.47	0.00

NEW BALANCE 171,679.61

NOTICE: Please be sure to use the COMPLETE remit to address as shown ir the upper right corner of this statement.

All past due balances subject to SERVICE CHARGES of 1.50% per month. For Terms and Conditions, please visit

EXHIBIT "6"

Notice of Nonpayment & Claim on Bond NRS 339.015 et seq.

Reference ID: RNPPX68MWP5Y

Prime Contractor:

CommNV 9732 PYRAMID WAY # 904 SPARKS, NV 89431

Surety:

Brunswick Insurance Company 5309 TRANSPORTATION BLVD CLEVELAND, OH 44125

Public Agency Commissioning Work:

Uprise Fiber LLC 1150 MATLEY LN RENO, NV 89502 Nevada Department of Transportation 1263 S Stewart St Carson City, Nevada 89701

Description of Project:

205 INDUSTRIAL WAY Lovelock, Nevada 89419 County of Pershing County State of Nevada Claimant:

Irby Corporation 5225 W 2400 South England Ct West Valley City, Utah 84120

Total Amount Due and Claimed: \$171,679.61

Description of Services Provided:

Fiber to the Home construction

Party who Hired Claimant: COMMNV LLC 205 Industrial Pkwy LOVELOCK, NV 89419

IMPORTANT INFORMATION ON FOLLOWING PAGE(S)

Case 2:24-cv-01889-RFB-BNW Document 7 Filed 01/02/25 Page 41 of 47 Case 2:24-cv-01889 Document 1 Filed 10/09/24 Page 40 of 46

Pursuant to NRS 339.015 et seq., please accept this notice as a formal notice of nonpayment. The above-identified **Claimant** has furnished the above-described **Services** to the above-described **Project**. The **Claimant** provides that it has not been paid for these **Services**, and that the total amount currently due and owing to it, after application of all payments, credits and offsets, is the amount identified above as the "**Total Amount Due and Claimed**."

A claim is hereby made against the Surety's bond for this Project.

If the **Surety** is not named in this notice, than the **Claimant** formally requests, pursuant to the authority in NRS 339.045, that a copy of the bond for this **Project** be provided to it at the following address:

Irby Corporation c/o Mail Center 9450 SW Gemini Dr #7790 Beaverton, Oregon 97008-7105

Dated: January 16, 2024

Thomas Box

Signed by Thomas Box Authorized Agent for Irby Corporation



Exhibit A

STATEMENT

STUART C IRBY BR 1093 SALT LAKE CTY 6312 WEST BEAGLEY ROAD WEST VALLEY CITY UT 84128 385-285-3199

PLEASE REMIT PAYMENT TO:

STUART C. IRBY CO. PO Box 843959 DALLAS TX 75284

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JOB UPRISE - LOVELOCK FTTH

COMMNV LLC 205 INDUSTRIAL PKWY LOVELOCK NV 89419-0000

COMMNV LLC ACCOUNTS PAYABLE 9732 PYRAMID HWY BOX 904 SPARKS NV 89431-0000

815 Irby Drive • Jackson, MS 39215

DATE	INVOICE #	PURCHASE ORDER NUM	A STATE OF THE PROPERTY OF THE	PAYMENTS/CREDITS	NET DUE	DISC ALLOWED
09/29/23	S013718852.001	NDOT-LOVELOCK	1,730.47		1,730.47	
10/09/23 10/09/23	S013718852.002 S013718852.004	NDOT-LOVELOCK NDOT-LOVELOCK	686.24 1,199.52		686.24 1,199.52	
10/10/23	S013718852.010	NDOT-LOVELOCK	490.17		490.17	
10/13/23	S013718852.012	NDOT-LOVELOCK	84,651.84		84,651.84	
10/18/23	S013718852.014	NDOT-LOVELOCK	84,651.84		84,651.84	
11/06/23	S013718852.016	NDOT-LOVELOCK	-1,730.47		-1,730.47	
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		determine proof of de	livery signatures			
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PREVIOUS BAL	PAYMENTS	CREDITS	PURCHASES	SERVICE CHGS	
171,679.61	0.00	0.00	0.00	0.00	
CURRENT	1-30 PAST DUE	31-60 PAST DUE	61-90 PAST DUE	OVER 90	
0.00	(1,730.47)	171,679.61	1,730.47	0.00	

NEW BALANCE 171,679.61

NOTICE: Please be sure to use the COMPLETE remit to address as shown ir the upper right corner of this statement.

All past due balances subject to SERVICE CHARGES of 1.50% per month. For Terms and Conditions, please visit



ACCOUNTS PAYABLE

9732 PYRAMID HWY BOX 904

INVOICE

www.irby.com 815 Irby Drive • Jackson, MS 39215

STUART C IRBY BR 1093 SALT LAKE CTY 6312 WEST BEAGLEY ROAD WEST VALLEY CITY UT 84128 385-285-3199 Fax

INVOICE DATE ORDER NUMBER 10/09/23 S013718852.002 PLEASE REMIT PAYMENT TO:

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JOB UPRISE - LOVELOCK FTTH COMMNV LLC 205 INDUSTRIAL PKWY

SPARKS NV 89431-0000 LOVELOCK NV 89419-0000 CUSTOMER NUMBER **CUSTOMER ORDER NUMBER** ORDERED BY JOB/RELEASE NUMBER OUTSIDE SALESPERSON 262407 NDOT-LOVELOCK Aric Damion M Hinckley INSIDE SALESPERSON SHIP VIA **TERMS** SHIP DATE ORDER DATE Kenneth Sean Burgess DIRECT NET DUE 30 DAYS 10/09/23 09/27/23 LINE DESCRIPTION ORDER QTY SHIP QTY **NET UNIT PRC EXT AMOUNT** *DURL 20001871 HT PLUG SNUG SP125 100 100 4.720E 472.00 1.25" 05-170-1480 *DURL 20005541 PINPOINT CONNECTOR 2 2 2 56.250E 112.50 16-22AWG, 30/CASE PRICE PER CASE 3 *DURL 20000014 S-50 PUTTY 1LB 1 1 56.250E 56.2 30/CASE PRICE PER CASE Register Today with your Irby Customer Number! www.irby.com Easily view your invoices, review open orders, determine proof of delivery signatures Subtotal 640.75 **S&H Charges**

Invoice is due by 11/08/23.

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Sales Tax

AMOUNT DUE

0.00

45.49

686.24



STUART C IRBY BR 1093 SALT LAKE CTY 6312 WEST BEAGLEY ROAD WEST VALLEY CITY UT 84128 385-285-3199 Fax INVOICE DATE ORDER NUMBER

10/09/23 \$013718852.004

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> JOB UPRISE - LOVELOCK FTTH COMMNV LLC 205 INDUSTRIAL PKWY LOVELOCK NV 89419-0000

CUST	OMER NUMBER	CUSTOMER ORDER NUMBER	ORDER	ED BY	JOB/R	ELEASE NUMBER	OUTSIDE SALE	ESPERSON
	262407	NDOT-LOVELOCK	Ari	С			Damion M I	Hinckley
INSIDE	E SALESPERSON	SHIP VIA	TER	ERMS		SHIP DATE	ORDER DATE	
ennet	th Sean Burgess	DIRECT	NET DUE :	30 DAYS		10/09/23		/23
LINE	美国社会会	DESCRIPTION	4.400 / 1000	ORDER QTY	SHIP QTY	NET UNIT PRC	EXT AMO	
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			www.irby	/.com				
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Inv	oice is due by 1	1/08/23.				Sales AMOUNT I		79.
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INVOICE

STUART C IRBY BR 1093 SALT LAKE CTY 6312 WEST BEAGLEY ROAD WEST VALLEY CITY UT 84128 385-285-3199 Fax

INVOICE DATE ORDER NUMBER 10/10/23 S013718852.010

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JOB UPRISE - LOVELOCK FTTH COMMNV LLC 205 INDUSTRIAL PKWY LOVELOCK NV 89419-0000

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERE	D BY	JOB/R	ELEASE NUMBER	OUTSIDE SALI	ESPERSON
262407	NDOT-LOVELOCK	Ario	;			Damion M	Hinckley
INSIDE SALESPERSON	SHIP VIA	TERM	IS		SHIP DATE	ORDER	The state of the s
Kenneth Sean Burgess	DIRECT	NET DUE 3	0 DAYS		10/10/23	09/26	/23
LINE	DESCRIPTION		ORDER QTY	SHIP QTY	NET UNIT PRC	EXT AMO	DUNT
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		www.irby	.com				
	Fasily vie	w your invoices,		n ordere			
		2.57	G 544 G 2506				
	deter	mine proof of de	livery signa	tures			
					Sub	total	302.16
					S&H Cha		166.56
					Sales		21.4
Invoice is due by 1	1/09/23.			11	AMOUNT		490.17
EXCLUSIVELY BY, OUR TERMS A INCORPORATED HEREIN AND AV	RE SUBJECT TO, AND GOVERNED ND CONDITIONS OF SALE, WHICH ARE AILABLE AT www.irby.com/terms. ERMS ARE REJECTED, VOID AND OF NO					F	Page 1 of 1



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SPARKS NV 89431-0000

9732 PYRAMID HWY BOX 904

www.irby.com 815 lrby Drive • Jackson, MS 39215 STUART C IRBY BR 1093 SALT LAKE CTY 6312 WEST BEAGLEY ROAD WEST VALLEY CITY UT 84128 385-285-3199 Fax INVOICE

INVOICE DATE ORDER NUMBER
10/13/23 S013718852,012

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SHIP TO

JOB UPRISE - LOVELOCK FTTH COMMNV LLC 205 INDUSTRIAL PKWY LOVELOCK NV 89419-0000

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDER	ED BY	JOB/	RELEASE NUMBER	OUTSIDE SALESPERSON	
262407	NDOT-LOVELOCK	Ar	-:-		Damion M Hinckley		
INSIDE SALESPERSON	SHIP VIA	TER	MS	A WAR	SHIP DATE	ORDER DATE	
enneth Sean Burgess	DIRECT	NET DUE	30 DAYS		10/13/23	09/27/23	
INE *DUDL 1001005	DESCRIPTION		ORDER QTY	SHIP QTY	NET UNIT PRC	EXT AMOUNT	
(STD. BUNDLE) 0.070-IN SHEAT DIMENSION MIC QTY 1 - #20 COI STEEL REEL 12 PRINT, 2000 FEI HDPE MULTIPLI 3-WAY 1.25" SD BLACK, GREEN MM RIBBED ID E 2 *DURL 10013258 (STD. BUNDLE) 0.070-IN SHEATI DIMENSION MIC QTY 1 - #20 COF STEEL REEL 120 PRINT, 2000 FEE HDPE MULTIPLE 3-WAY 1.25" SDF BROWN, LILAC 8	6 FUTUREPATH REGULAR WITH BLUE HDPE -ple TH, 6-WAY X MULTIPLE, CRODUCTS, NO RIPCORDS, PPER WIRE, ADDD1791, 0 X 42 WIDE, STANDARD ET CONTAINS: 6-WAY E SIZED MICRODUCTS: R 11 RIBBED ID 18/14 & RED AND 3-WAY 18/14 BLUE, ORANGE & WHITE B FUTUREPATH REGULAR WITH GREEN HDPE - H,6-WAY X MULTIPLE CRODUCTS, NO RIPCORDS, PPER WIRE, ADDD1789, D X 42 WIDE, STANDARD ET CONTAINS: 6-WAY E SIZED MICRODUCTS: R 11 RIBBED ID & PINK & 3-WAY 18/14 GRAY, TERRACOTTA &		178000	8000	4.940E	39520 39520	
	1				Subtot	tal 79040.0	

Invoice is due by 11/12/23.

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 Subtotal
 79040.00

 S&H Charges
 0.00

 Sales Tax
 5611.84

 AMOUNT DUE
 84651.84



ACCOUNTS PAYABLE

www.irby.com 815 Irby Drive • Jackson, MS 39215

STUART C IRBY BR 1093 SALT LAKE CTY 6312 WEST BEAGLEY ROAD WEST VALLEY CITY UT 84128 385-285-3199 Fax

INVOICE

INVOICE DATE ORDER NUMBER 10/18/23 S013718852.014

PLEASE REMIT PAYMENT TO:

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SHIP TO

JOB UPRISE - LOVELOCK FTTH COMMNV LLC 205 INDUSTRIAL PKWY

0.070-IN SHEATH, 6-WAY X MULTIPLE, DIMENSION MICRODUCTS, NO RIPCORDS, QTY 1 - #20 COPPER WIRE, ADDD1791, STEEL REEL 120 X 42 WIDE, STANDARD PRINT, 2000 FEET CONTAINS: 6-WAY HDPE MULTIPLE SIZED MICRODUCTS: 3-WAY 1.25" SDR 11 RIBBED ID 18/14 BLACK, GREEN & RED AND 3-WAY 18/14 MM RIBBED ID BLUE, ORANGE & WHITE 2 *DURL 10013258 FUTUREPATH REGULAR	9732 PYRAM SPARKS NV	ID HWY BOX 904		205	MMNV LLC 5 INDUSTRI VELOCK NV	AL PKWY 89419-0000	
Damion M Hinck NSIDE SALESPERSON SHIP VIA TERMS SHIP DATE ORDER DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY		JOB/RI	ELEASE NUMBER	OUTSIDE SALESPERSON
NET DUE 30 DAYS 10/18/23 09/27/23	262407	NDOT-LOVELOCK	Aric				
NET DUE 30 DAYS 10/18/23 10/27/23	INSIDE SALESPERSON	SHIP VIA	TERMS		SO INVALE	SHIP DATE	
TOURL 10013256 FUTUREPATH REGULAR (STD. BUNDLE) WITH BLUE HDPE -pile (0.070-IN SHEATH, 6-WAY X MULTIPLE, DIMENSION MICRODUCTS, NO RIPCORDS, QTY 1 - #20 COPPER WIRE, ADDD1791, STEEL REEL 120 X 42 WIDE, STANDARD PRINT, 2000 FEET CONTAINS: 6-WAY HDPE MULTIPLE SIZED MICRODUCTS: 3-WAY 1.25" SDR 11 RIBBED ID 18/14 BLACK, GREEN & RED AND 3-WAY 18/14 MM RIBBED ID BLUE, ORANGE & WHITE 2 **DURL 10013258 FUTUREPATH REGULAR (STD. BUNDLE) WITH GREEN HDPE - 0.070-IN SHEATH,6-WAY X MULTIPLE DIMENSION MICRODUCTS, NO RIPCORDS, QTY 1 - #20 COPPER WIRE, ADDD1789, STEEL REEL 120 X 42 WIDE, STANDARD PRINT, 2000 FEET CONTAINS: 6-WAY HDPE MULTIPLE SIZED MICRODUCTS: 3-WAY 1.25" SDR 11 RIBBED ID BROWN, LILAC & PINK & 3-WAY 18/14 MM RIBBED ID GRAY,TERRACOTTA & **TOURTH TOURTH TO	Kenneth Sean Burgess	DIRECT	NET DUE 30 DAYS				
STD. BUNDLE) WITH BLUE HDPE -ple 0.070-IN SHEATH, 6-WAY X MULTIPLE, DIMENSION MICRODUCTS, NO RIPCORDS, QTY 1 - #20 COPPER WIRE, ADDD1791, STEEL REEL 120 X 42 WIDE, STANDARD PRINT, 2000 FEET CONTAINS: 6-WAY HDPE MULTIPLE SIZED MICRODUCTS: 3-WAY 1.25" SDR 11 RIBBED ID 18/14 BLACK, GREEN & RED AND 3-WAY 18/14 MM RIBBED ID BLUE, ORANGE & WHITE 'DURL 10013258 FUTUREPATH REGULAR (STD. BUNDLE) WITH GREEN HDPE - 0.070-IN SHEATH,6-WAY X MULTIPLE DIMENSION MICRODUCTS, NO RIPCORDS, QTY 1 - #20 COPPER WIRE, ADDD1789, STEEL REEL 120 X 42 WIDE, STANDARD PRINT, 2000 FEET CONTAINS: 6-WAY HDPE MULTIPLE SIZED MICRODUCTS: 3-WAY 1.25" SDR 11 RIBBED ID BROWN, LILAC & PINK & 3-WAY 18/14 MM RIBBED ID GRAY, TERRACOTTA &	Manager Company		DATE SEED	ORDER QTY	SHIP QTY	NET UNIT PRC	
	(STD. BUNDLE 0.070-IN SHEAT DIMENSION MI QTY 1 - #20 CO STEEL REEL 12 PRINT, 2000 FE HDPE MULTIPL 3-WAY 1.25" SE BLACK, GREEN MM RIBBED ID 2 *DURL 1001325 (STD. BUNDLE) 0.070-IN SHEAT DIMENSION MI QTY 1 - #20 CO STEEL REEL 12 PRINT, 2000 FE HDPE MULTIPL 3-WAY 1.25" SD BROWN, LILAC MM RIBBED ID) WITH BLUE HDPE -ple TH, 6-WAY X MULTIPLE, CRODUCTS, NO RIPCORDS, DPPER WIRE, ADDD1791, 20 X 42 WIDE, STANDARD EET CONTAINS: 6-WAY LE SIZED MICRODUCTS: DR 11 RIBBED ID 18/14 WARED AND 3-WAY 18/14 BLUE, ORANGE & WHITE BE FUTUREPATH REGULAR OWITH GREEN HDPE - TH,6-WAY X MULTIPLE CRODUCTS, NO RIPCORDS, PPER WIRE, ADDD1789, 20 X 42 WIDE, STANDARD EET CONTAINS: 6-WAY E SIZED MICRODUCTS: DR 11 RIBBED ID & PINK & 3-WAY 18/14		170000	8000	4.940E	39520.0 39520.0

Invoice is due by 11/17/23.

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Subtotal 79040.00 S&H Charges 0.00 Sales Tax 5611.84 AMOUNT DUE 84651.84